INVITATION FOR BID

Missouri Department of Corrections P.O. Box 236 Jefferson City, MO 65102

Bids Must be Received No Later Than:

March 9, 2010, 2:00 p.m.

For information pertaining to the IFB contact: Henry Willis

Procurement Officer I

Telephone: (573) 522-2109

Henry.willis@doc.mo.gov

IFB 10709140

Vending Machine Services

FOR

Department of Corrections

Western Reception Diagnostic Correctional Center 3401 Faraon St. St. Joseph, MO 64506

Contract Period: Date of Award through one year
Date of Issue: February 23, 2010
Page 1 of 28

Services procured by the

Missouri Department of Corrections
Fiscal Management Unit
Purchasing Section
2729 Plaza Drive, P.O. Box 236
Jefferson City, MO 65102

Bids must be delivered to the Missouri Department of Corrections, Purchasing Section, 2729 Plaza Drive, P.O. Box 236, Jefferson City, Missouri 65102. The bidder should clearly identify the IFB number on the lower right or left-handed corner of the container in which the bid is submitted to the Department. This number is essential for identification purposes.

We hereby agree to provide the services and/or items, at the price quoted, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Corrections, a binding contract, as defined herein, shall exist. The authorized signer of this document certifies that the contractor (named below) and each of its principals are not suspended or debarred by the federal government.

Company Name: Mailing Address: City, State Zip: Telephone: Email Address:		
Authorized Signer's Printed Name and Title		
Authorized Signature:B	id Date	
NOTICE OF AWARD:	-	
This bid is accepted by the Missouri Department of Corrections as follows	s:	
	Contract No.	
Director, Division of Adult Institutions		Date

1 INTRODUCTION

1.1 Purpose

1.1.1 The Missouri Department of Corrections (hereinafter referred to as DOC) is accepting bids to establish a contract for vending machine services for Western Reception Diagnostic Correctional Center (hereinafter referred to as WRDCC) located at the following address:

Western Reception Diagnostic Correctional Center 3401 Faraon St. Joseph, MO 64506

1.2 Contact:

- 1.2.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten (10) calendar days prior to the official bid opening date.
- 1.2.2 Bidders are cautioned not to contact any other employee of the DOC concerning this procurement during the competitive procurement and evaluation processes. Inappropriate contacts are grounds for exclusion from this and future bidding opportunities.

1.3 Site Inspection:

1.3.1 Non-mandatory site inspections are available by appointment. To make an appointment for a site tour, please contact Judy Pelletier, Business Manager; 816-387-2034.

1.4 Prices

1.4.1 The contractor shall understand and agree that the only products that will be offered the contractor can charge are those on the approved products list as stated on Attachment 2.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract Period

2.1.1 The original contract period shall be as stated in the IFB. The contract shall not bind, nor purport to bind, the DOC for any contractual commitment in excess of the original contract period.

2.2 Renewal Periods

- 2.2.1 The DOC shall have the right, at its sole option, to renew the contract for two (2) additional twelve (12) month periods, or any portion thereof. In the event the DOC exercises such right, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
 - a. The commission rate shall be constant for the original contract period.
 - b. Commission renewals rate shall be no less than what is stated on the pricing page.

2.3 Price Increase:

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- 2.3.1 The contractor shall understand and agree that all selling prices shall remain firm during each contract period.
- 2.3.2 A one time selling price increase will be allowed upon exercising the second renewal option. Any increase in selling prices shall be based on manufacturers' price increases during the preceding year. The contractor shall provide to WRDCC price increase data sheets from the manufacturers prior to implementing any increase in price. The selling price increase shall not exceed five (5) cents regardless of the manufacturer's price increase.

2.4 Insurance:

2.4.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.5 Subcontractors:

- 2.5.1 Any subcontract for the items/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the DOC and to ensure that the DOC is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the DOC and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the items/services in the contract shall in no way relieve the contractor of the responsibility for providing the items/services as described and set forth herein. The contractor must obtain the approval of the DOC prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.6.2 The contractor must function as the single point of contact for the DOC, regardless of any subcontract arrangements made, for all products and services provided, including but not limited to, issues related to delivery, restocking, maintenance and commission payment.

2.6 Estimated Sales

2.6.1 Gross sales at WRDCC average \$3000 a month. Future sales are not guaranteed.

2.7 Deficiency Notice

- 2.7.1 The contractor shall understand and agree that if the DOC, through its review and evaluation of contractual performance, determines that the services being performed by the contractor at any DOC facility are unacceptable, the DOC shall provide written notice to the contractor's authorized representative which states the deficiencies. The DOC shall ensure that all deficiency notices contain recommended remedies as well as acceptable terms of reconciliation.
 - a. Evidence of a deficiency shall be recognized by the DOC as unacceptable performance. A deficiency shall exist if the contractor fails to comply with any rule, regulation, policy and procedure, standard, protocol, practice, or statute, that if continued would limit and/or offset to a significant degree the desired outcome of the contract's intent.

b. Upon receipt of the notice of the deficiency, the contractor shall have seven (7) calendar days to either correct the described deficiency(ies), or demonstrate good cause as to why the deficiency(ies) cannot be resolved within the seven-day period.

2.8 Termination

2.8.1 The DOC reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the DOC pursuant to the contract prior to the effective date of termination.

3. PERFORMANCE REQUIREMENTS

3.1 Equipment and Supplies

- 3.1.1 The contractor shall be responsible for the purchase, installation and maintenance of all equipment listed on Attachment 1. WRDCC reserves the right to request additional machines to meet the needs of the DOC.
- 3.1.2 All equipment provided by the contractor shall be in new or first class condition.
 - a. The contractor must maintain the equipment at high standards of quality and cleanliness.
 - b. Snack machines must have a minimum of twenty (20) large slots and fifteen (15) small slots.
 - c. Plastic bottle beverage machines must have a minimum of nine (9) slots.
 - d. Canned beverage machines must have a minimum of nine (9) slots.
- 3.1.3 All vending machines shall be able to accept bills and coins as indicated. The contractor must provide a bill changer to accept and change ten dollar (\$10) and twenty dollar (\$20) bills as indicated on Attachment 1.
- 3.1.4 All vending machines must not be set to forced vend setting but must be able to instantly refund if the item selected is out of stock.
- 3.1.5 All vending machines must be National Sanitation Foundation approved.
- 3.1.6 All vending machines shall be equipped with a non re-settable meter to facilitate accounting and audit requirements.
- 3.1.7 The contractor must provide and maintain microwaves and change machines where indicated on Attachment 1.
- 3.1.8 The contractor must have trained and competent repair persons available within one (1) working day to make repairs on the vending machines, as needed.
- 3.1.9 The DOC will provide all necessary utilities.
- 3.1.10 WRDCC reserves the right to final approval of all equipment installed in the facility.
- 3.1.11 The contractor must provide condiments (ketchup, mustard, napkins, pepper, salt and sporks) for the sandwich machine in the Administration Building area. Stock must be maintained at an adequate level.

- 3.1.12 The contractor shall provide one (1) vending slot for picture blocks. The contractor shall understand that the picture blocks is a free service, prices for the picture blocks shall be set by the WRDCC. The contractor shall give a check from the proceeds of the picture blocks to the WRDCC once a month.
- 3.1.13 The contractor shall provide a Bunn coffee brewer or equivalent for self-serve coffee in the Administration (R & D Buildings), 1st and 2nd floor areas.

3.2 Item Selection

- 3.2.1 Upon notice of award, the contractor, in coordination with the Business Manager or their designee, shall prepare a plan-o-gram for each machine listing the approved items to be stocked in that machine.
 - a. Only the items on the plan-o-gram for each machine shall be sold in that machine.
 - b. Any changes in the plan-o-gram must be approved by the Business Manager/designee.
- 3.2.2 Duplication of products in snack machine is permissible, but no more that two (2) slots of a product for both snack machines. The contractor is allowed up to five (5) vendor's choice slots per snack machine. A variety of cold food items shall be offered for sale each week. Any deviation shall require prior approval of the Business Manager.
- 3.2.3 Product shall be fresh and of good quality. All food and food products specified herein shall be processed, packaged and delivered in accordance with regulations of the State of Missouri and the USDA, and requirements of the Federal Food, Drug and Cosmetic Act and regulations promulgated there under.
- 3.2.4 Glass containers are not acceptable. Food containers must not have removable metal pop-tops.

3.3 Delivery Performance:

- 3.3.1 The contractor shall deliver and stock all vending machines on a regular basis, six days per week if necessary; dependent on product sales.
- 3.3.2 The contractor shall coordinate delivery times with WRDCC Business Manager/designee.

3.4 Taxes

3.4.1 The contractor shall be responsible for all federal, state and local taxes attributable to the vending equipment as well as sales tax for product sold.

3.5 Licenses

3.5.1 The contractor must maintain all necessary permits, licenses, etc. for the operation of a vending service.

3.6 Commission rate

3.6.1 The contractor shall pay the firm, fixed quoted commission rate as stated on the pricing page on all gross sales by vending unit.

3.7 Commission Payment

- 3.7.1 The contractor shall submit the commission payment no later than the 15th of each month for the previous month's sales.
 - a. The same commission rate shall apply to all machines.

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- b. Vending machines are for offender and staff use (offender visiting room); therefore, sixty percent (60%) of the commission payment shall be made payable to the "Canteen Fund" and forty percent (40%) of the commission payment shall be made payable to the "WRDCC Personnel Benefits Committee".
- 3.7.2 The commission payment shall be made by company check or bank check, and shall be hand delivered or sent by certified mail or some other traceable courier service to a section or individual designated by the Business Manager.
- 3.7.3 The contractor must include with the commission check a detailed report of sales by vending machine including machine number, product and beginning and ending reading of all transaction counters.
 - a. Transaction counters replaced due to maintenance/repair issues shall be reported on the detailed sales report under the corresponding machine with the beginning and ending reading, date removed from the vending machine, along with the replacement transaction counter beginning and ending reading.
- 3.7.4 Taxes, license fees and other expenses are the responsibility of the contractor and shall not be deducted from the commission rate payment.

3.8 Personnel

3.8.1 A Missouri Uniform Law Enforcement System (MULES) background check may be required on the contractor's employees before allowing entry into any institution. The DOC has the right to deny access into the institution for any of the contractor's employees for any reason. Such denial will not relieve the contractor of any requirements of the contract.

4. Contractor Liability:

4.1.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.2 Contract Audits

- 4.2.1 The contractor agrees that each time vending machines are restocked, serviced or otherwise attended by the contractor, a representative of the site may conduct a vending count to record the number of sale items in the vending machines prior to and/or following any restocking.
- 4.2.2 The contractor agrees and understands that the DOC and/or any appropriate state/federal agency may examine (audit) all pertinent books, documents, papers, and records of the contractor as they relate to the requirements of the contract, and shall make such available upon request.
 - a. The contractor must use Generally Accepted Accounting Principles as promulgated by the American Institute of Certified Public Accountants.
 - b. The contractor shall retain all records relating to the contract for five (5) years or such time as prescribed by law after the close of the fiscal year in which the contract expires/terminates. Such records may be destroyed at the end of the five (5) year period if the state agency has been notified in writing by the contractor and written approval to destroy the records has been received

- from the state agency. In all cases where audit questions have arisen before the expiration of the five-year period, records shall be retained until resolution of such.
- c. The contractor shall retain records which relate to appeals, litigation of the settlement of claims arising out of performance of the contract and costs and expenses of the contract to which exception has been taken by the state until such time as the appeal, litigation, claim, or exception has been resolved.
- d. Failure by the contractor to maintain and make available appropriate records shall constitute a material breach of the contract.
- 4.2.3 On any given business day, the DOC may request the contractor or one of the contractor's representatives to appear at the location and open any or all vending machines and permit a DOC representative to count and determine the amount of money in any or all of the vending machines at the location. The DOC will give a minimum of four (4) hours notice of each inspection.

4.3 Performance Bond

- 4.3.1 The contractor must furnish a performance security deposit in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), or irrevocable letter of credit to the Department of Corrections.
 - a. The performance security deposit must be made payable to the State of Missouri in the amount of ten thousand dollars (\$10,000.00).
 - b. The contract number and contract period must be specified on the performance security deposit.
 - c. In the event the DOC exercises an option to renew the contract for additional periods, the contractor shall maintain the validity and enforcement of the security deposit for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal, not to exceed the amounts specified above.

4.4 Transition

4.4.1 At the beginning of the contract period and at the end of the contract period the contractor shall coordinate with the WRDCC Business Manager/designee for the installation and removal of the vending machines to provide a smooth transition with no interruption of service.

5. BIDDERS INSTRUCTIONS

5.1 Submission of Bids

- 5.1.1 Bids must be signed and returned (with all necessary exhibits) to the DOC by the bid receipt date and time specified on page one.
 - a. Specifically, any form containing a signature line such as page one of the original IFB and any amendments, pricing pages, etc. shall be manually signed and returned as part of the bid.
 - b. The DOC maintains a current vendor database; therefore, the bidder should submit a completed Vendor Information Data form (EXHIBIT C) with their bid response. If the bidder has previously submitted a DOC Vendor Information Data form with a revision date of (4-09), EXHIBIT C submission is not needed.

5.2 Compliance with Terms and Conditions:

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5.2.1 The bidder is cautioned when submitting pre-printed terms and conditions or other types of material to make sure such documents do not contain terms and conditions which conflict with those of the IFB. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the IFB that the IFB shall govern. Taking exception to the DOC's terms and conditions may render a bidder's bid non-responsive and may remove it from consideration for award.

5.3 Bid Detail Requirements and Deviations

5.3.1 It is the bidder's responsibility to submit a bid that meets all mandatory requirements stated herein. The bidder should clearly identify any deviations from both the mandatory and desirable requirements stated in the IFB on the pricing pages. Any deviation from a mandatory requirement may render the bid non-responsive; any deviation from a desirable requirement may be reviewed by the DOC as to its acceptability and impact on competition.

5.4 Firm Fixed Commission Rate:

- 5.4.1 The bidder shall submit a firm fixed commission rate on the Pricing Page.
 - The commission rate bid shall remain valid for 90 days from bid closing date unless otherwise indicated.
 - b. The commission rate shall be considered firm for the duration of the contract period.
 - c. If commission rate renewals are left blank then the rate shall remain the same as the first contract period.

5.5 Addition Products

- 5.5.1 Bidders may submit a list and a firm fixed selling price for hand made fresh items such as salads, roast beef sandwich, ham sandwich or cheese sandwich.
- 5.5.2 The bidder shall understand and agree that such items may be selected at the option of the WRDCC.
- 5.5.3 The bidder shall understand and agree that selling prices shall be subject to the same firm, fixed commission rate that is stated on the Pricing Page. Selling prices are subject to any renewals agreed upon.

5.6 Refunds

5.6.1 The bidder must state on Exhibit A their refund procedure which covers cases where a customer does not receive the product paid for or receives an outdated or otherwise unacceptable product.

5.7 Severability:

5.7.1 If any provision of this contract or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this contract which can be given effect without the invalid provisions or application, and to this end the provisions of this contract are declared to be severable.

5.8 Evaluation and Award

5.8.1 The DOC will consider the commission rate for the original contract period as well the renewal periods when evaluating cost. The annual gross sales will be multiplied by the stated commission rate for each year. Each total will be added together. Contract award shall be made to the bidder with the highest grossing commission rate meeting all specifications.

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5.9 Missouri Service-Disabled Business Preference

5.9.1 Any bidder eligible to receive the Missouri service-disabled veteran preference pursuant to section 34.074 RSMo must review and complete Exhibit B, Missouri Service-Disabled Veteran Business Preference and provide the specified documentation in accordance with the instructions provided therein.

PRICING PAGE

The bidder must state a firm, fixed commission rate as a percentage of gross sales to be paid monthly to WRDCC for the original contract period and each renewal option.

	Original Contract Period:	% of gross sales.		
	1 st Renewal rate:	% of gross sales. 2 nd Rene	wal rate:	% of gross sales.
items at the pr	ne bidder hereby declares unde rices quoted, in accordance with as. The bidder further agrees that	h all requirements and speci-	fications contain	ned herein and the Terms
Company Na	ame:			
Authorized S	Signature:	Printed Name: _		
Date:				
Email Addre	ess:			

EXHIBIT A

Bidder must state below their refund procedure as described in the IFB.			
12			* 3
		70	

<u>EXHIBIT B</u> MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074 RSMo, the DOC has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entity, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more servicedisabled veterans.

If a bidder meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the bidder **must** provide the following with the bid in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in, stating that the bidder has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the bidder's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name	Service-Disabled Veteran Business Name
(Please Print)	
Service-Disabled Veteran's Signature	
	Missouri Address of Service-Disabled Veteran Business

Exhibit C

BUSINES	STATE OF MISSOUR DEPARTMENT OF C VENDOR INFOR	ORRECTIONS		Tele		Purchasing Section P.O. Box 236 on City, Missouri 65102 B Fax: (573) 522-8407
FE		TAXPAYER IDENTIFICATION NUMBER OR SSN			NOT FOR PROFIT	No
☐ ME	AYER MINORITY STATUS BE WBE N FFICE BOX	See http://oa.mo.gov/purch/mbe Not Applicable I STREET ADDRESS	Wbe.htm for more in			
CITY	***************************************		STATE	ZIP CODE	COUNTY	
TELEPH	ONE NUMBER	FAX NUMBER	E-MAIL ADDRESS FOR I	NOTIFICATION OF BIDS	3	
	ENT INFORMATION (IF DI	FFERENT THAN ABOVE)				
POST O	FFICE BOX	STREET ADDRESS				
CITY		<u></u>		10	STATE	ZIP CODE
CONTAC	T T		TELEPHONE NUMBER		FAX NUMBER	
The Real Property lies	pa.mo.gov/acct/vendor_ach_eftor F EXECUTIVE OFFICER MME		TELEPHONE NUMBER			EXTENSION
CONT	TRACT INTERESTS (X THO	SE THAT APPLY)				
	Banking Services	Cable-TV-Satellite	Canteen R (Specify Be		Case Mar Services	nagement
	Commodity (Specify Below)	Crime Victim Impact Services	Curriculum (Specify Be	Development elow)	Education (Specify E	Services Below)
	Electronic Monitoring Services	Employment Readiness Services	Fee Collec	tion Services	Forensic/I	Lab Services
	Interactive Voice Recognition Services	Janitorial Services	Legal Libra	ry Services	Life Skills	Services
	Medical Services	Mental Health Services	Parenting S	Skills Services	Pest Conf	trol Services
	Polygram Exam Services	Reentry-Community Services	Residential Services	/Transitional	Security S	System
	Sex Offender Treatment	Substance Abuse Treatment Services		oval Services		ons/TB Testing
	Vending Services	Other (Specify Below)	For service inte provide services		he county(ies) yo atewide:	u are willing to
	TOTHER - SPECIFY BUSINESS WEBSITE (IF APPLICABLE)					
NOTE: Updates to the MO DOC database will only occur with the completion of the Purchasing Section's receipt of this form. Additions and/or corrections to the Office of Administration Vendor Profile must be made on-line at https://www.moolb.mo.gov.						
	1460 (4-00)				DATE	

STATE OF MISSOURI MISSOURI DEPARTMENT OF CORRECTIONS

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. Agency and/or Department means the Missouri Department of Corrections (DOC).
- b. Amendment means a written, official modification to an IFB or to a contract.
- c. Attachment applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. <u>Bid Opening Date and Time</u> and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. <u>Bidder</u> means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. <u>Buyer or Buyer of Record</u> means the procurement staff member of the DOC. The <u>Contact Person</u> as referenced herein is usually the Buyer.
- g. <u>Contract</u> means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. Contractor means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. <u>Exhibit</u> applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. <u>Invitation for Bid (IFB)</u> means the solicitation document issued by the DOC to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. May means that a certain feature, component, or action is permissible, but not required.
- Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. <u>Pricing Page(s)</u> applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. <u>RSMo (Revised Statutes of Missouri)</u> refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the procurement operations of DOC.
- o. Shall has the same meaning as the word must.
- p. Should means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DOC.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DOC if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from

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bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record of the DOC, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten

calendar days prior to the official bid opening date.

b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.

c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DOC in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or

official response or statement.

- d. The DOC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. Some IFBs are available for viewing and downloading on the department's Website.
- f. The DOC reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

a. Bidders must examine the entire IFB carefully. Failure to do so shall be at bidder's risk.

b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All

bids must meet or exceed the stated specifications and requirements.

c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.

- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DOC and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Bids, including all pricing therein, shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Delivered bids must be sealed in an envelope or container, and received in the DOC office located at the address indicated on the cover page of the IFB no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DOC post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DOC office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.

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c. A bid which has been delivered to the DOC office may be modified by signed, written notice which has been received by the DOC prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.

d. A bid which has been delivered to the DOC office may only be withdrawn by a signed, written notice or facsimile which has been received by the DOC prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official

opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a bid shall not be honored.

e. Bidders delivering a hard copy bid to must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

f. Faxed bids shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Names, locations, and prices of respondents shall be read at the bid opening. The DOC will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DOC office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DOC to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DOC reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DOC reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DOC reserves the right to reject any and all bids.
- g. When evaluating a bid, the DOC reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DOC to the successful bidder. The DOC reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DOC based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.

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k. The DOC maintains records of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail, if specifically requested in writing.

1. The DOC reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).

n. The final determination of contract award(s) shall be made by DOC.

9. CONTRACT/PURCHASE ORDER

a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DOC's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DOC or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.

b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written

consent of the DOC.

- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in
- e. The DOC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

g. The DOC reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in

the contract or within a reasonable period of time, if a specific time is not stated.

the contract or within a reasonable period of time, if a specific time is not stated.

b. A Missouri Uniformed Law Enforcement System (MULES) background check may be required on the contractor's delivery driver prior to allowing a delivery vehicle entrance to certain institutions. The drivers social security number and date of birth are required to perform the MULES background check. If a driver or carrier refuses to provide the appropriate information to conduct a MULES background check, or if information received from the background check prohibits the driver or carrier from entering the institution, the delivery will be refused. Additional delivery costs associated with re-deliveries or contracting with another carrier for delivery shall be the responsibility of the contractor.

12. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. The DOC reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement

and to specify a reasonable date by which replacements must be received.

d. The DOC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DOC, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the DOC of any existing or future right and/or remedy available by law in the event of any claim by the DOC of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the DOC of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the DOC for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the DOC.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DOC may cancel the contract. At its sole discretion, the DOC may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DOC within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DOC will issue a notice of cancellation terminating the contract immediately.
- c. If the DOC cancels the contract for breach, the DOC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DOC deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- e. If the DOC has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the DOC shall declare a breach and cancel the contract immediately without incurring any penalty.

17. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

18. BANKRUPTCY OR INSOLVENCY

a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DOC immediately.

b. Upon learning of any such actions, the DOC reserves the right, at its sole discretion, to either cancel the contract or affirm

the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the DOC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DOC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DOC until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 04-30-08

List of Equipment

Administration Building

1st floor Hallway

1 Snack Machine

1 Pepsi Machine (cans & bottles)

1 Coke Machine (cans & bottles)

1 Coffee Vending Machine

1 Microwave

3rd floor

Dining Area

1 Coke Machine (cans & bottles)

1 Pepsi Machine (cans & bottles)

1 Microwave

2nd floor

Administration

1 Coffee Vending Machine

1 Sandwich Machine

1 Pepsi Machine (cans & bottles)

1 Coke Machine (cans & bottles)

1 Coffee Service (3 pots)

2 Microwaves

	Housing Unit 1	Housing Unit 6	
	1 st floor	1 st floor	
	1 Pepsi Machine	1 Coke Machine (cans & bottles)	
	1 Coffee Vending Machine	1 Pepsi Machine (cans & bottles)	
in in	1 Bill Changer \$1-\$5	1 Snack Machine	
		1 Coffee Vending Machine	
	3 rd floor	1 Bill Changer \$1-\$5	
	2 Pepsi & Coke Machines (cans & bottles)		
	1 Snack Machine	2 nd floor	
	2 Microwaves	1 Microwave	
	5 th floor		
	1 Microwave		
	T- B		
	Housing Unit 11	Regional/Training Building	
	1 Coffee Vending Machine	1 Pepsi Machine (bottles)	
	1 Pepsi Machine (cans & bottles)	1 Pepsi Machine (cans)	
	1 Snack Machine	1 Coffee Vending Machine	
	1 Bill Changer \$1-\$5	1 Snack Machine	
	2 Microwaves	1 Bill Changer \$1-\$5	

ATTACHMENT 1List of Equipment

Maintenance Building 1 Snack Machine	Power House 1 Snack Machine
1 Pepsi Machine (cans & bottles)	1 Pepsi Machine (cans & bottles)
Education Building 1 Coke & Pepsi Machine (cans & bottles)	Offender Visiting Room Machines Bills to not be accepted – Coins utilized only
1 Coke & 1 epsi wacinile (cans & bottles)	Bills to not be accepted – Coms utilized only
	R & D Building 1st floor Lobby
	1 Bill Changer \$1-\$5
	1 Bill Changer \$10-\$20
	R & D Building 3 rd floor
	2 Snack Machines
There is a second of the secon	3 Sandwich Machines
	1 Coffee Vending Machine
	1 Coke Machine (cans & bottles)
	2 Pepsi Machines (cans & bottles) 5 Microwaves
	1 Snack Machine (with a slot for Picture Blocks)

Approved Product list/Selling Price

SNACK ITEMS

SNACK HEWS		
Huisken Twin Beef	single serve size	\$0.85 each
Huisken Beef & Cheddar	single serve size	\$0.85 each
Huisken Double Salami	single serve size	\$0.85 each
O'Briens Beef Sticks	single serve size	\$0.85 each
Chex Mix Bold Party Mix	single serve size	\$0.85 each
Chex Mix Chadder	single serve size	\$0.85 each
Chex Mix Honeynut	single serve size	\$0.85 each
Chex Mix Hot & Spicy	single serve size	\$0.85 each
Chex Mix Nacho Fiesta		
	single serve size	\$0.85 each
Chex Mix Original	single serve size	\$0.85 each
Chex Mix Morning Mix	single serve size	\$0.85 each
O' Briens Beef n Cheddar	single serve size	\$0.85 each
O' Briens DBL Barrel Hot	single serve size	\$0.85 each
O' Briens DBL Bar Salami	single serve size	\$0.85 each
O' Briens Pepperoni	single serve size	\$0.85 each
O' Biens Spicy Mt/Jalapeno	single serve size	\$0.85 each
Rice Krispies	single serve size	\$0.85 each
Austin Cheese Peanut Butter	single serve size	\$0.85 each
Austin Cheese & Cheese	single serve size	\$0.85 each
Austin Toasty Peanut Butter Crackers	single serve size	\$0.85 each
Beef Sticks	single serve size	\$0.85 each
Frito Cheese & Peanut Butter Cracker	single serve size	\$0.85 each
Moon Pie Banana	single serve size	\$0.85 each
Moon Pie Chocolate	single serve size	\$0.85 each
Nabisco Corn Nuts Original	single serve size	\$0.85 each
Planters Peanuts Outleter Character or Natura Valley	single serve size	\$0.85 each
Quaker Chewy Granola or Nature Valley Wheat Thin Crackers	single serve size	\$0.85 each
GM Granola Bar	single serve size	\$0.85 each
Pearson Peanut Roll	single serve size single serve size	\$0.85 each
T data of the canal from	single serve size	\$0.85 each
Bugles Nachos	Large single serve	\$0.85 each
Bugles Originals	Large single serve	\$0.85 each
Cheetos Baked	Large single serve	\$0.85 each
Crunch & Munch	Large single serve	\$0.85 each
Doritos Firey Ranch	Large single serve	\$0.85 each
Doritos Salsa	Large single serve	\$0.85 each
Doritos Cool Ranch	Large single serve	\$0.85 each
Frito Cheddar Ranch	Large single serve	\$0.85 each
Frito Chili Cheese Frito Corn Chips	Large single serve	\$0.85 each
Frito Honey Flavor Twist	Large single serve	\$0.85 each
Frito Jalapeno Cheddar	Large single serve	\$0.85 each
Frito Texas Honey BBQ	Large single serve	\$0.85 each
Lays Baked Potato	Large single serve Large single serve	\$0.85 each
Lays KC Masterpiece	Large single serve	\$0.85 each
Lays Plain	Large single serve	\$0.85 each
Lays S/C Onion	Large single serve	\$0.85 each \$0.85 each
Lays Wavy Hickory BBQ	Large single serve	\$0.85 each
	Large single serve	wo.oo Gacii

ATTACHMENT 2
Approved Product list/Selling Price

App	proved Product list/Selling Price	
Lays Wavy Ranch	Large single serve	\$0.85 each
Lays Wisconsin Cheese	Large single serve	\$0.85 each
Munchos	Large single serve	\$0.85 each
Obois Ched/Bac Tato Skins	Large single serve	\$0.85 each
Poore Brother Habanero	. Large single serve	\$0.85 each
Poore Brother Jalapeno	Large single serve	\$0.85 each
Poore Brothers Salt & Pepp	Large single serve	\$0.85 each
Ritz Cheese	Large single serve	\$0.85 each
Ritz Peanut Butter	Large single serve	\$0.85 each
Rold Gold Pretzels	Large single serve	\$0.85 each
Ruffles BBQ Cheddar	Large single serve	\$0.85 each
Ruffles Bullseye	Large single serve	\$0.85 each
Ruffles Cheddar & Sour Cr.	Large single serve	\$0.85 each
Ruffles Regulars	Large single serve	\$0.85 each
SNY Hot Buffalo Wings	Large single serve	\$0.85 each
SNY Kosher Dill Chips	Large single serve	\$0.85 each
Sunchip Cheddar	Large single serve	\$0.85 each
Cracker Jacks	Large single serve	\$0.85 each
LSS Baked KC Masterpiece	Large single serve	\$0.85 each
Cloverhill Pastry	Large single serve	\$0.85 each
Fresh Pastry	Large single serve	\$0.85 each
HAAS Pastry	Large single serve	\$0.85 each
Hostess Pastry	Large single serve	\$0.85 each
Pop Tarts	Large single serve	\$0.85 each
Sara Lee	Large single serve	\$0.85 each
Chips Ahoy Snack Cookie	Large single serve	\$0.85 each
Ruffles Bullseye	Large single serve	\$0.85 each
Ruffles Cheddar & Sour Cr.	Large single serve	\$0.85 each
Ruffles Regulars	Large single serve	\$0.85 each
SNY Hot Buffalo Wings	Large single serve	\$0.85 each
SNY Kosher Dill Chips	Large single serve	\$0.85 each
Sunchip Cheddar	Large single serve	\$0.85 each
Cracker Jacks	Large single serve	\$0.85 each
LSS Baked KC Masterpiece	Large single serve	\$0.85 each
Cloverhill Pastry	Large single serve	\$0.85 each
Fresh Pastry	Large single serve	\$0.85 each
HAAS Pastry	Large single serve	\$0.85 each
Hostess Pastry	Large single serve	\$0.85 each
Pop Tarts	Large single serve	\$0.85 each
Sara Lee	Large single serve	\$0.85 each
Chips Ahoy Snack Cookie	Large single serve	\$0.85 each
Crispums Cinnamon Sugar	Large single serve	\$0.85 each
Famous Amos Choc. Sand.	Large single serve	\$0.85 each
Gourmet Brownies	Large single serve	\$0.85 each
Grandmas Fudge	Large single serve	\$0.85 each
LSS Baked Lays	Large single serve	\$0.85 each
LSS Cheetos Crunchy	Large single serve	\$0.85 each
LSS Cheezits	Large single serve	\$0.85 each
LSS Chili Cheese		
LSS Dorito Cool Ranch	Large single serve	\$0.85 each
LSS Dorito Nachos	Large single serve	\$0.85 each
LSS Dorito Salsa	Large single serve	\$0.85 each
Los Donto Saisa	Large single serve	\$0.85 each

Approved	Product	list/Selling Price	2
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Approved	Product list/Selling Price	
LSS Frito Cheddar Ranch	Large single serve	\$0.85 each
LSS Frito Cheese Cris	Large single serve	\$0.85 each
LSS Frito Jalapeno Cheddar	Large single serve	\$0.85 each
LSS Fritos	Large single serve	\$0.85 each
LSS Funyuns	Large single serve	\$0.85 each
Popcorn Act II	single serve size	\$1.25 each
	DY BARS	
100 Grand bar	single serve size	\$0.80 each
3 Musketeer	single serve size	\$0.80 each
Almond Joy	single serve size	\$0.80 each
Austin Cheese Peanut Butter	single serve size	\$0.80 each
Baby Ruth	single serve size	\$0.80 each
Big Kit Kat	single serve size	\$0.80 each
Bit-o-Honey	single serve size	\$0.80 each
Butterfinger	single serve size	\$0.80 each
Camello	single serve size	\$0.80 each
Chewy Gobstopper	single serve size	\$0.80 each
Famous Amos Sand	single serve size	\$0.80 each
Fast Break	single serve size	\$0.80 each
Frito PB Cracker	single serve size	\$0.80 each
Good & Plenty	single serve size	\$0.80 each
Heath	single serve size	\$0.80 each
Heritage Chocolate Wafer	single serve size	\$0.80 each
Heritage Strawberry Wafer	single serve size	\$0.80 each
Heritage Vanilla Wafer	single serve size	\$0.80 each
Hershey w/Almonds	single serve size	\$0.80 each
Hershey Kissables	single serve size	\$0.80 each
Hershey Milk Chocolate	single serve size	\$0.80 each
Hot Tamales	single serve size	\$0.80 each
Jolly Ranchers	single serve size	\$0.80 each
Junior Mints	single serve size	\$0.80 each
Karnut Cashews	single serve size	\$0.80 each
Karnut Salted Peanuts	single serve size	\$0.80 each
Karnut Sunflower Kernels	single serve size	\$0.80 each
Karnut Sweet N Salty	single serve size	\$0.80 each
Kit Kat	single serve size	\$0.80 each
Kit Kat Extra Krispy	single serve size	\$0.80 each
M & M Crispy	single serve size	\$0.80 each
M&M Peanut	single serve size	\$0.80 each
M&M Plain	single serve size	\$0.80 each
Mike & Ike	single serve size	\$0.80 each
Milk Duds	single serve size	\$0.80 each
Milky Way	single serve size	\$0.80 each
Mound	_	
Mr. Goodbar	single serve size single serve size	\$0.80 each \$0.80 each
Nestle Caramel Crunch	single serve size	
Nestle's Crunch		\$0.80 each
Nutrageous	single serve size	\$0.80 each
O Henry	single serve size	\$0.80 each
Oreos	single serve size	\$0.80 each
Payday	single serve size	\$0.80 each
ayuay	single serve size	\$0.80 each

Planters Hot Spicy	single serve size	\$0.80 each
	Product list/Selling Price	
Planters Salty	single serve size	\$0.80 each
Pop Tarts Blueberry	single serve size	\$0.80 each
Pop Tarts Brown sugar	single serve size	\$0.80 each
Pop Tarts Cherry	single serve size	\$0.80 each
Pop Tarts Smores	single serve size	\$0.80 each
Pop Tarts Strawberry	single serve size	\$0.80 each
Raisinet	single serve size	\$0.80 each
Reeses Fast Break	single serve size	\$0.80 each
Reeses Miniature Cups	single serve size	\$0.80 each
Reeses Peanut Butter Cups	single serve size	\$0.80 each
Reeses Pieces	single serve size	\$0.80 each
Rolo	single serve size	\$0.80 each
Skittles Original	single serve size	\$0.80 each
Skittles Sour	single serve size	\$0.80 each
Skittles Tropical	single serve size	\$0.80 each
Skittles Wild Berry	single serve size	\$0.80 each
Snickers Munch	single serve size	\$0.80 each
Snickers	single serve size	\$0.80 each
Snickers Almond	single serve size	\$0.80 each
Snickers Cruncher	single serve size	\$0.80 each
Starburst California	single serve size	\$0.80 each
Starburst Original	single serve size	\$0.80 each
Starburst Sour	single serve size	\$0.80 each
Starburst Tropical	single serve size	\$0.80 each
Sweetarts	single serve size	\$0.80 each
Tootsie Roll	single serve size	\$0.80 each
Twix Caramel cookie bar	single serve size	\$0.80 each
Twizzler Strawberry	single serve size	\$0.80 each
Warner Candy	single serve size	\$0.80 each
Whatchamacallit	single serve size	\$0.80 each
Whoppers	single serve size	\$0.80 each
York Mints	single serve size	\$0.80 each
Zagnuts Zero	single serve size	\$0.80 each
Hershey Big Bag Candy Kiss	single serve size	\$0.80 each
Warner Big Bag	single serve size	\$0.80 each
	single serve size	\$0.80 each
Grandma's Peanut Butter Cookies	single serve size	\$0.80 each
Grandma's Caramel Choc Cookies	single serve size	\$0.80 each
Grandma's Chocolate Chip Cookies	single serve size	\$0.80 each
Grandma's Lemon Cheese	single serve size	\$0.65 each
Ruger Wafer Chocolate	single serve size	\$0.65 each
Ruger Wafer Lemon	single serve size	\$0.65 each
Ruger Wafer Vanilla	single serve size	\$0.65 each
Heritage Wafers	single serve size	\$0.60 each
Vanilla Sandwich Cremes G	single serve size	\$0.60 each
Famous Amos Chocolate Chip	single serve size	\$0.65 each
Zoo Animal Cookies	single serve size	\$0.75 each
Grandma's Oatmeal & Raisin	single serve size	\$0.65 each
Grandma's Rich & Chewy	single serve size	\$0.65 each
Mini Chocolate Oreo	single serve size	\$0.70 each
Nutter Butter Bites	single serve size	\$0.75 each

Approved Product list/Selling Price	e
single serve size	

Approved Product list/Selling Price					
Oreo Sandwich Cookies	single serve size		\$0.65 each		
Peanut Butter Mini Bites	single serve size		\$0.65 each		
	HOT BEVERAGES				
Freezed Dried Coffee	8oz - 12oz	\$0.50 each	\$0.75 each		
Freeze Dry DeCaf Coffee	8oz - 12oz	\$0.50 each	\$0.75 each		
Fresh Brew Coffee	8oz - 12oz	\$0.50 each	\$0.75 each		
Fresh Brew DeCaf Coffee	8oz - 12oz	\$0.50 each	\$0.75 each		
	8oz - 12oz		\$0.75 each		
Latte Cappuccino		\$0.50 each			
Mocha Cappuccino	8oz - 12oz	\$0.50 each	\$0.75 each		
Cappuccino Regular	8oz - 12oz	\$0.50 each	\$0.75 each		
French Vanilla Cappuccino	8oz - 12oz	\$0.50 each	\$0.75 each		
Hot Chocolate	8oz - 12oz	\$0.50 each	\$0.75 each		
Hot Tea	8oz - 12oz	\$0.50 each	\$0.75 each		
Hot cups	8oz - 12oz	\$0.50 each	\$0.75 each		
Drink Products/Cans					
Barq's Root beer	12 oz.		\$0.60 each		
Caffeine Free Diet Coke	12 oz.		\$0.60 each		
Coke	12 oz.		\$0.60 each		
Cool Lemon Tea	12 oz.		\$0.60 each		
Diet Coke	12 oz.		\$0.60 each		
Diet Sprite	12 oz.		\$0.60 each		
Fanta Grape	12 oz.		\$0.60 each		
Fanta Orange	12 oz.		\$0.60 each		
Fresca	12 oz.		\$0.60 each		
Minute Maid Grape	12 oz.		\$0.60 each		
Minute Maid Orange	12 oz.		\$0.60 each		
Mr. Pibb	12 oz.		\$0.60 each		
Sprite	12 oz.		\$0.60 each		
Vanilla Coke	12 oz.		\$0.60 each		
Caffeine Free Pepsi	12 oz.		\$0.60 each		
Diet Caffeine Free Pepsi	12 oz.		\$0.60 each		
Diet Dr. Pepper	12 oz.		\$0.60 each		
Diet Mountain Dew	12 oz.		\$0.60 each		
Diet Pepsi	12 oz.		\$0.60 each		
Diet Sierra Mist	12 oz.		\$0.60 each		
Dr. Pepper	12 oz.		\$0.60 each		
Hawaiian Punch	12 oz.		\$0.60 each		
Lipton Tea	12 oz.		\$0.60 each		
Mountain Dew Live Wire	12 oz.		\$0.60 each		
Mountain Dew	12 oz.		\$0.60 each		
Mountain Dew Code Red	12 oz.		\$0.60 each		
Mug Root Beer	12 oz.				
Pepsi	12 oz.		\$0.60 each		
Pepsi One	12 oz.		\$0.60 each		
Vanilla Pepsi			\$0.60 each		
Sierra Mist	12 oz.		\$0.60 each		
Ozarka Water	12 oz.		\$0.60 each		
	12 oz.		\$0.60 each		
Drink Products/Bottles	40				
Lipton Tea Bottle	16 oz.		\$1.00 each		
Barz's Root beer	20 oz.		\$1.25 each		
Caffeine Free Diet Coke	20 oz.		\$1.25 each		
Cherry Coke	20 oz.		\$1.25 each		

Approved Product list/Selling Price

Coke	20 oz.	\$1.25 each
Diet Coke	20 oz.	\$1.25 each
Fanta Grape	20 oz.	\$1.25 each
Fanta Orance	20 oz.	\$1.25 each
Minute Mid Orange or Dole	20 oz.	\$1.25 each
Mr. Pibb Extra	20 oz.	\$1.25 each
Sprite	20 oz.	\$1.25 each
Sprite Remix	20 oz.	\$1.25 each
Vanilla Coke	20 oz.	\$1.25 each
Desani Water	20 oz.	\$1.25 each
Powerade Artic Shatte	20 oz.	\$1.25 each
Powerade Fruit Punch	20 oz.	
Powerade Green Squall	20 oz.	\$1.25 each
		\$1.25 each
Powerade Jagged Ice Powerade Lemon Lime	20 oz. 20 oz.	\$1.25 each
		\$1.25 each
Powerade Orange	20 oz.	\$1.25 each
DT Sierra Mist	20 oz.	\$1.25 each
Pepsi	20 oz.	\$1.25 each
Diet Dr. Pepper	20 oz.	\$1.25 each
Vanilla Pepsi	20 oz.	\$1.25 each
Diet Mountain Dew	20 oz.	\$1.25 each
Diet Pepsi	20 oz.	\$1.25 each
Dr. Pepper	20 oz.	\$1.25 each
Mountain Dew	20 oz.	\$1.25 each
Mountain Dew Code Red	20 oz.	\$1.25 each
Mountain Dew Live Wire	20 oz.	\$1.25 each
Mug Root Beer	20 oz.	\$1.25 each
Pepsi One	20 oz.	\$1.25 each
Sierra Mist	20 oz.	\$1.25 each
Water	20 oz.	\$1.25 each
Gatorade	20 oz.	\$1.25 each
Dole Juice	16 oz	\$1.00 each
V8 Splash	16 oz	\$1.00 each
Minute Maid Juice	20 oz	\$1.25 each
Minute Maid Apple Juice	20 oz.	\$1.25 each
Ocean Spray Cranberry Juice	20 oz.	\$1.25 each
Minute Maid Orange Juice	20 oz.	\$1.25 each
Roberts Milk	16 oz.	\$125 each
Roberts Chocolate Milk	16 oz.	\$125 each
Welches Juice	12 oz.	\$1.00 each
V8 Juice	12 oz.	\$1.00 each

ATTACHMENT 2Approved Product list/Selling Price

		SANDWICH MACHINE
Campbell Dumplings/Chicken	7.50	\$ 1.75 each
Campbell's Soup	7.25-7.50	\$ 1.75 each
Chicken Salad Kit	4.50	\$ 2.00 each
Dole Can Fruit	8.00	\$ 1.75 each
Hormel Classic Entrees	7.50	\$ 2.75 each
Tuna Salad Ready Mix Kit	4.50	\$ 2.00 each
Buddy's Sandwiches	5.40	\$ 2.75 each
Deli Sandwiches	3.70-6.00	\$ 2.00 each
Edward Frozen Pies/Mrs.Smith	2.75-3.40	\$ 1.75 each
Hot Pocket Sandwiches	8.00	\$ 2.75 each
Jimmy Dean Sandwiches	8.10	\$ 2.00 each
J & J Pretzels	3.50	\$ 1.75 each
Kronos Pita	5.0-8.00	\$ 2.00 each
Landshire Sandwiches	7.30	\$ 3.00 each
Bridgeford	4.00	\$ 2.00 each
Manwich Sloppy Joe	6.25	\$ 2.00 each
New York Deli Sandwich	3.70-6.00	\$ 2.75 each
Oscar Meyer Sandwich	3.50-4.30	\$ 2.00 each
Pier Sandwiches	3.75	\$ 2.00 each
POS Burritos	10.00	\$ 2.75 each
POS Burritos	5.00	\$ 1.75 each
Smiley Sandwiches	8.20	\$ 2.75 each
Tony's Pizza	4.50-6.50	\$ 2.00 each
Pier Buffalo Wing Hot /Spicy	5.00	\$ 2.75 each